

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON,
AT SEATTLE

KING COUNTY, a Washington municipal
corporation,

Plaintiff,

vs.

TRAVELERS INDEMNITY COMPANY;
TRAVELERS CASUALTY AND SURETY
COMPANY (fka AETNA CASUALTY AND
SURETY COMPANY); *et al.*

Defendants.

Cause No. 14-cv-1957-BJR

**ORDER GRANTING CERTAIN
INSURERS' MOTION FOR ORDER
APPROVING SETTLEMENT AND
BARRING CONTRIBUTION CLAIMS
BY NON-SETTLING INSURERS**

This matter comes before the Court on Certain Defendants' Motion for Order Approving Settlement and Barring Contribution Claims by Non-Settling Insurers (the "Motion").¹ The Court has considered the motion and all pleadings and filings on record.

¹ The certain defendants are: Federal Insurance Company, Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America, Indemnity Insurance Company of North America, Westchester Fire Insurance Company with respect to policies novated from Industrial Underwriters Insurance Company ("Westchester") and Central National Insurance Company of Omaha but only as respects policies issued through Cravens, Dargan & Company, Pacific Coast ("Central National"). Westchester is mistakenly identified as Financial American Property and Casualty Insurance Co. fka Industrial Underwriters Insurance Co. in the Fourth Amended Complaint. (Dkt. 699) Central National is mistakenly identified as Ace Property & Casualty

1 The Court GRANTS the Motion and APPROVES the Confidential Settlement
2 Agreement and Release (“Settlement Agreement”) between plaintiff King County and these
3 defendants with regard to King County’s claims for coverage under the these defendants’
4 policies. The Court further FINDS and ORDERS:

5 1. The Settlement Agreement is reasonable and is the result of arm’s-length
6 negotiations between parties represented by experienced environmental coverage counsel. The
7 Settlement Agreement is not collusive, inadequate, or entered into for any improper purpose.

8 2. The non-settling insurers are adequately protected based on the terms of the
9 Settlement Agreement and King County’s representations related to potential setoff for
10 settlements in this case. *See King County v. Travelers Indemn. Co.*, 2018 U.S. Dist. LEXIS
11 64763 at *14 (W.D. Wash. Apr. 16, 2018).

12 3. The Court ORDERS that the cross-claims and counterclaims by and against
13 these defendants in this action are DISMISSED with prejudice. The Court further ORDERS
14 that any other claims for contribution, allocation, subrogation, and equitable indemnity, and any
15 other cause of action in connection with this action against these defendants by any other
16 insurers of King County and/or The Municipality of Metropolitan Seattle are hereby BARRED.

17 ///

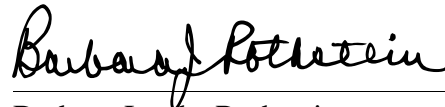
18 ///

19
20
21
22
23 Co. fka Aetna Insurance Company fka Cigna Property & Casualty Co. as successor in interest to Central
National Insurance Co. of Omaha in the caption and the complaint. (*Id.*)

1 4. The Court DIRECTS that this Order shall be entered as a final judgment under
2 Federal Rule of Civil Procedure 54(b).

3 IT IS SO ORDERED.

4 Dated this 6th day of September, 2019.

5
6
7 

8 Barbara Jacobs Rothstein
9 U.S. District Court Judge
10
11
12
13
14
15
16
17
18
19
20
21
22
23